



## Notice of Contract Purchase Agreement

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | 11416<br>RUSSO ASSOCIATES INC<br>34 HILLSIDE DR<br>WARWICK, RI 02889<br>United States |
|--|---|

|   |   |
|---|---|
| CONSTABLE SERVICES - BODY ATTACHMENTS (MPA-265) |   |
| <b>Award Number</b><br>3056951                  | <b>Effective Period:</b><br>01-NOV-07 - 31-OCT-12 |

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| <b>S<br/>H<br/>I<br/>P<br/><br/>T<br/>O</b> | MASTER PRICE AGREEMENT<br>SEE BELOW<br>RELEASE AGAINST,RI MPA<br>United States |
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|                  |           |
|------------------|-----------|
| <b>Date:</b>     | 06-NOV-07 |
| <b>Buyer:</b>    | L Roche   |
| <b>Shipping:</b> | Paid      |
| <b>Terms:</b>    | NET 30    |

|  |  |
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| <b>I<br/>N<br/>V<br/>O<br/>I<br/>C<br/>E</b> | MASTER PRICE AGREEMENT<br>SEE BELOW<br>RELEASE AGAINST,RI MPA<br>United States |
|--|--|

| Department | Type of Requisition | Bid Number     | Requisition Number |
|------------|---------------------|----------------|--------------------|
|            |                     | 7028770<br>N/A |                    |

BLANKET PERIOD - 11/1/2007 - 10/31/2012

BODY ATTACHMENTS - \$100.00 PER DEFENDANT APPREHENDED AND BROUGHT TO COURT

SUPPLIER CONTACT:  
RONALD J. RUSSO  
TELEPHONE: 401-821-5211  
FAX: 401-821-4942

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

## CONSTABLE SERVICES - EXECUTIONS OF WRITS OF BODY ATTACHMENTS FOR CHILD SUPPORT ENFORCEMENT

The Department of Administration / Division of Purchases, on behalf of the Department of Administration, Division of Taxation – Child Support Enforcement Program is seeking to establish a list of licensed constables interested in executing Writs of Body Attachments ordered by the Rhode Island Family Court against individuals involved in the cases of the Child Support Enforcement Office. These services must be performed in accordance with the terms of this solicitation and the State's General Conditions of Purchase, which is available on the Internet at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). This solicitation will be used to establish a Master Price Agreement established list of eligible constables that will remain active for a period of 11/1/07 to 10/31/12.

All constables who desire to be included on this list must meet all of the bid criteria listed below at the time the list is established. The Child Support Enforcement Office reserves the right to give preference to those constables who have worked for the agency in the past in their selections from this new listing. These services are designed to supplement the Division of Taxation's use of State of Rhode Island Sheriffs who are allowed to serve these writs by state law.

### INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

Potential offerors are advised to review all sections of this solicitation carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

The State reserves the right to award to one or more offerors.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and will not be considered.

It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

### ACCEPTANCE CRITERIA:

All constables seeking to be placed on the agency's list of eligibles to execute Writs of Body Attachments must meet the following criteria:

1. Constable must hold a current Constable's License issued by the Chief Judge of the Rhode Island District Court with authority to execute Writs of Body Attachments and be fully authorized by the Chief Judges of the District and Family Courts of Rhode Island

- E. Constables selected from the list of eligibles must comply with any and all agency instructions regarding the performance of duties and the associated paperwork requirements of the agency,
- F. The Child Support Enforcement agency reserves the right to terminate the use of any constable and further delete such constable from the list of eligibles for just cause upon immediate notice to the constable. Just cause includes, but is not limited to, dishonorable service, malfeasance, misfeasance and nonfeasance.

### INFORMATION REQUIRED FROM BIDDERS

The following information must be submitted to the Division of Purchasing in response to this bid:

1. Constable's full name
2. Full residence address (Street #, Street name, City/Town, State, Zip Code)
3. Full business address (if different from residence)
4. All personal and business telephone numbers where the constable can be reached at any time of the day.
5. Completed and signed IRS form W-9 (attached)

All bidders who respond to this request will be assumed by the State of Rhode Island as willing and able to meet all the Bid Criteria and all of the General Policies and Conditions of Employment, as detailed herein.

Letters of Interest to provide the services covered by this Request must be received by the Division of Purchases on or before 10/17/07-10:45 AM. Responses received after this time, as registered by the official time clock in the reception area of the Division of Purchases, will not be considered. Faxed proposals will not be considered.

Responses (**an original plus one copy**) should be mailed or hand-delivered in a sealed envelope marked 7028770- Constable Services - Body Attachments". No faxed proposals will be accepted.

Deliver to:

Department of Administration  
Division of Purchases (2<sup>nd</sup> floor)  
One Capitol Hill  
Providence, RI 02908-5097

The Vendor assumes responsibility for proposals submitted by mail or commercial delivery service. Proposals misdirected to other state locations which are otherwise not present in the Office of Purchases at the time of opening, for any cause, will be determined to be late and will not be considered.

### RESPONSE CONTENTS

In addition to those specifics requested herein, responses must also include the following:

1. A completed and signed bidder certification cover form
2. Copy of a current Rhode Island Constables License (Acceptance Criteria #1)
3. A completed Federal Form W 9 - Payer's Request for Taxpayer Identification Number and Certification (attached).

**Contract Terms and Conditions****Table of Contents**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

##### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

##### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

##### **PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

##### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

##### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY

PRECLUDE THE NEED FOR GOODS/SERVICES.

### CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

### TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.